

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA7	PAGE OF PAGES 1 51	
2. CONTRACT NO. N65236-03-D-7849		3. SOLICITATION NO. N65236-03-R-0320		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 14 Feb 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY SPAWAR SYSTEMS CENTER CHARLESTON PO BOX 190022 J. SHIREY 843-218-5940 JANET.SHIREY@NAVY.MIL T6 NORTH CHARLESTON SC 29419-9022			CODE N65236	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L - Clause L349</u> until <u>14 00</u> local time <u>14 Mar 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME JANET SHIREY		B. TELEPHONE (Include area code)(NO COLLECT CALLS) 843-218-5940		C. E-MAIL ADDRESS janet.shirey@navy.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	1NPU4	FACILITY		1NPU4	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) GOVERNMENT REPRESENTATIVE
TITAN CORPORATION DBA: TITAN SYSTEMS CORPORATION 815 EAST GATE DRIVE MOUNT LAUREL NJ 08054-1240							
15B. TELEPHONE NO (Include area code) 856-234-6700		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$8,840,575.20		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Section G	
24. ADMINISTERED BY (If other than Item 7) DCMA PHILADELPHIA 700 ROBBINS AVENUE BUILDING 4-A PO BOX 11427		CODE	S3915A	25. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		CODE	HQ0337
26. NAME OF CONTRACTING OFFICER (Type or print) LISA ROSENBAUM				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 9/18/2003	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.							

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0001			Lot	
	CPFF - Engineering and Technical Support Services for Joint Unmanned Aerial Vehicle (UAV) Operations in accordance with the Statement of Work.			
				ESTIMATED COST
				<u>\$8,193,304.17</u>
				FIXED FEE
				<u>\$647,271.03</u>
				TOTAL ESTIMATED COST
				PLUS FIXED FEE
				<u>\$8,840,575.20</u>

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0002			Lot	NSP
	CPFF - Contract Data Requirements in accordance with the attached DD Form 1423 (Exhibit A).			

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0003			Lot	
	CPFF - Engineering and Technical Support Services for Joint Unmanned Aerial Vehicle (UAV) Operations in accordance with the Statement of Work.			
				ESTIMATED COST
				<u>\$8,388,580.45</u>
				FIXED FEE
				<u>\$662,697.86</u>
				TOTAL ESTIMATED COST
				PLUS FIXED FEE
				<u>\$9,051,278.31</u>

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0004			Lot	NSP
	CPFF - Contract Data Requirements in accordance with the attached DD Form 1423 (Exhibit A).			

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0005			Lot	
	CPFF - Engineering and Technical Support Services for Joint Unmanned Aerial Vehicle (UAV) Operations in accordance with the Statement of Work.			
				ESTIMATED COST
				<u>\$8,589,513.97</u>
				FIXED FEE
				<u>\$678,571.60</u>
				TOTAL ESTIMATED COST
				PLUS FIXED FEE
				<u>\$9,268,085.57</u>

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0006	CPFF - Contract Data Requirements in accordance with the attached DD Form 1423 (Exhibit A).		Lot	NSP

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0007	CPFF - Engineering and Technical Support Services for Joint Unmanned Aerial Vehicle (UAV) Operations in accordance with the Statement of Work.		Lot	
			ESTIMATED COST	<u>\$8,807,017.24</u>
			FIXED FEE	<u>\$695,754.36</u>
			TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$9,502,771.60</u>

ITEM NO	SUPPLIES/SERVICES	EST QUANTITY	UNIT	
0008	CPFF - Contract Data Requirements in accordance with the attached DD Form 1423 (Exhibit A).		Lot	NSP

SECTION B Supplies or Services and Prices**NOTES:**

The period of performance is: 15 September 2003 through 14 September 2004. Lots II – IV are subject to option provisions contained herein.

The estimated amount of the contract is based on Lot I.

Fixed Fee/Withholding. The withholding requirement of FAR 52.216-8 “Fixed Fee” and clause B-309 VAR “Fee Determination and Payment (Indefinite Delivery Type Contract) Variation” of the contract is hereby waived.

Subcontractor Approvals. Authorization/Consent is hereby granted to Titan Corporation to enter into subcontract agreements with

in accordance with Titan’s offer dated 25 March 2003. All other subcontracts are subject to FAR clause 52.244-2 Alt I of this contract entitled “Subcontracts -Alternate I.”

Small Business Subcontracting Plan. Pursuant to FAR 52.219-9, the subcontracting plan for this contract is set forth in attachment 2.

Small Business and Small Disadvantaged Business Participation Data. Pursuant to FAR 19.202-4, the following participation targets are incorporated into this contract:

SB: 11.6%, SDB: 9.1%, WOSB: 23%, VOSB: 21.9%, SDVOSB: 3%, and HUBZone: 31.9%. The following small business concerns were considered as part of the direct contract participation:

As required by FAR 19.202-4(b), the contractor shall immediately notify the contracting officer of any substitution of firms that are not small business firms.

Representations/Certifications. Section K is incorporated into the contract by reference.

The following clause is hereby deleted from the contract:

H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

CLAUSES INCORPORATED BY FULL TEXT

B-309 VAR FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACT) VARIATION

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract.

Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference, shall apply to all individual delivery or task orders issued under this contract.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

B-312 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$ 50,000.00 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories	Minimum Requirements
SEE STATEMENT OF WORK	
_____	_____
_____	_____
_____	_____
_____	_____

C-302 SPECIFICATIONS/STATEMENT OF WORK

The work under this contract shall be performed in accordance with the following specifications, statement of work:

PART I**SECTION C****DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****C-301 SPECIFICATIONS/STATEMENT OF WORK**

Work under this contract shall be performed in accordance with the following specifications, statement of work.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**1.0 BACKGROUND**

The Space and Naval Warfare Systems Center (SPAWARSYSCEN) Charleston, in response to urgent priority initiatives promulgated by governmental agencies, fleet operational commands, and multiple Unmanned Aerial Vehicle (UAV) program offices, requires a broad spectrum of specific high-technology support for a variety of

tactical and strategic forces. This support is particularly required in joint operations; Intelligence Surveillance and Reconnaissance (ISR) systems; UAV operations and training; remote sensing; multispectral exploitation and training; imagery analysis; intelligence operations; digital production and knowledge management; virtual reality systems; signal exploitation; and surveillance activities. These activities all require highly specialized support capabilities residing in an advanced technology and innovative industrial organization independent of platform and major weapon system developers. These operations require timely fusion of various sub-systems with special security features that can rapidly meet urgent national and tactical mission requirements. The rapid advancement of technology in modern Navy, Air Force, UAV and intelligence sensors and processing systems has a significant impact on the basic nature of these systems requiring the integration of both organic and non-organic sensors. The implementation of these systems may require reengineering their tactics techniques and procedures. In order to fully leverage what emerging technologies offer, an organization must reevaluate their traditional operational methods. All this must be done with minimal impacts to ongoing operations. Accordingly DoD acquisition procedures are changing.

Rapid prototyping lends itself quite readily to a modular approach to system and subsystem integration of COTS/GOTS/NDI. When coupled with an open system architectural design, evolutionary upgrades are easily accomplished. Capabilities are not only fielded quickly and upgrades easily accommodated, but integration of the prototype system into the operational environment is accomplished while simultaneously, reliability, maintainability, and availability is being proven.

Consequently, technical management of integrated intelligence systems has been fundamentally altered to a vertical integration model that includes sensors, communications and data/signal processing components. The primary focus of this acquisition will be analysis, design, modeling, software/hardware development, integration, test/evaluation, training and prototype/limited production efforts. These efforts may be directed toward C4ISR systems, UAV systems and payload integration, intelligence visualization, knowledge management, intelligence dissemination and intelligence sensors and processing systems.

Government technical support activities require personnel with expertise in analysis, engineering, training, integration, test and evaluation and the procurement of a wide variety of highly advanced systems to support the formerly stated requirements. Training personnel and capabilities must be in place [and operational by the time contract performance is to start](#) to insure immediate proficiency in the specialized technical areas described in this SOW and to preclude delays in on-going development. [All labor categories of this contract require the incumbent to possess or be able to obtain one or more security clearances](#). In order to coordinate on-going activities, access is required to Sensitive Compartmented Information (SCI). The contractor must have the engineering and management personnel with current Single Scope Background Investigations (SSBI) or Special Background Investigations (SBI) [clearances either in place or verify that security clearance requirements will be met at time of award of this contract](#).

2. SCOPE

Work performed will be through the issuance of individual Delivery Orders (DO). Tasks will specify efforts in one or more of the following technical and support areas: technical program management; analysis; modeling and simulation; operations management; business process reengineering; or electronic engineering including specialized areas such as:

- 2D, 3D and 4D visualization systems,
- System and software engineering,
- UAV systems and payload integration,
- Mass storage solutions,
- Motion imagery archive and exploitation,
- Airspace monitoring and visualization,
- Systems integration and test,
- Mission planning and rehearsal systems,
- Multispectral exploitation and training systems;

- Prototype development, installation and checkout,
- Imagery Systems to include archive and exploitation,
- Digital Production and Dissemination,
- Quality assurance and configuration management and
- Technology assessments.

2.1 Typical systems to be supported, include but are not limited to those listed below.

- 2.1.1 IMAGERY SYSTEMS: Joint Service Imagery Processing System (JSIPS), Imagery Exploitation Support System (IESS), multispectral exploitation and training systems, Defense Data Dissemination System, Imagery Transformation Service (ITS), National imagery management capabilities (processing, chipping, storage and exploitation).
- 2.1.2 EXPLOITATION SYSTEMS: Multi-sensor Data Fusion, Image Product Library (IPL), U.S. Information Imagery Geospatial System (USIGS), Motion Imagery Program Office (MIPO).
- 2.1.3 DISPLAY SYSTEMS: High-end visualization products; 2D, 3D and 4D modeling and simulation; Integrated Collection Management Display Systems, Battlespace management systems (to include COP and TBMCS displays), Air Space monitoring and control; Whole Earth display capability; Mission Familiarization capability; Airborne Reconnaissance Evaluation and Analysis capability.
- 2.1.4 COMMAND AND CONTROL (C²) SYSTEMS: (Global Command and Control System (GCCS); Common Operating Environment (COE), Naval Fire Networks (NFN), Theater Battle Management Core System (TBMCS).
- 2.1.5 INTELLIGENCE SYSTEMS: Joint Worldwide Intelligence Communications System (JWICS); Joint Deployable Intelligence Support System (JDISS); Intelligence, Surveillance, and Reconnaissance Systems (ISR).
- 2.1.6 UNMANNED AERIAL VEHICLE SYSTEMS AND PAYLOADS: (Predator, Pioneer, Global Hawk, and Hunter; satellite relay; imagery payloads to include electro-optical, infrared and Synthetic Aperture Radar; data storage to included, archiving, retrieval and exploitation).

2.2 Other tasks include, but are not limited to:

- 2.2.1 Display and analysis of planned or future national-level SIGINT and IMINT systems products.
- 2.2.2 Multispectral exploitation and training programs.
- 2.2.3 Geospatial data management, visualization, and analysis.
- 2.2.4 Various electronic ocean surveillance/sensor systems and support training devices.
- 2.2.5 Remote sensing.
- 2.2.6 Weather and environmental products and services to include visualization of NBC dispersion.
- 2.2.7 Digital production and dissemination.

3.0 APPLICABLE DOCUMENTS AND DATA ITEMS

The applicable references and standards invoked and the deliverables required under this contract will vary with each task. In keeping with on-going DoD acquisition policy changes, maximum utilization will be made of non-governmental standards wherever practical. Where backward compatibility with existing systems is required,

selected interoperability standards will be invoked. The contractor shall establish a practical and cost-effective system for producing and controlling the required data generated under each task.

4.0 REQUIREMENTS

The contractor shall, in accordance with Delivery Orders (DO) issued, perform work within the parameters of the task areas listed in this section. Executed task statements shall reference one or more technical areas and define the objective, scope, individual sub-tasks to be accomplished, and required deliverables. No work will commence on a task until the Delivery Order has been approved and signed by the Ordering Officer.

4.1 ENGINEERING

The Intelligence communities are modernizing several critical electronic systems that focus on utilization of advanced government and commercial hardware and software components. The contractor is required to support these efforts with personnel who are knowledgeable in existing intelligence systems and possess experience in specifying common computing, communications, and sensor architectures that utilize emerging hardware and software standards. The contractor's engineering expertise will facilitate evaluation and integration of multiple vendor products to produce Open Systems Architecture (OSA) compliant systems.

The contractor shall provide engineering services necessary to support specific functional areas including: hardware and software system engineering, system integration and test, integrated logistic support, configuration management, quality assurance, technology assessments, system development, production, and development of specifications and test and evaluation (T&E) documentation for electronic, mechanical and high-end visualization systems.

Contractor expertise required to execute these activities includes system and subsystem component integration of mission correlators, data base rationalization, common operational picture rationalization, expertise in U2 and UAV operations, techniques and procedures, visualization systems to include 2D, 3D, and 4D, airspace monitoring and visualization, and processing methodologies.

4.1.1 HARDWARE AND SOFTWARE ENGINEERING

The contractor shall employ rapid prototyping when assessing potential design alternatives. These efforts shall include limited hardware development to support interface and integration functions. Because the Navy's current thrust area lies in the utilization of Commercial-Off-The-Shelf (COTS) technology, the contractor shall identify and evaluate potential COTS processors, correlators, imagery analysis tools, visualization displays, VR devices, algorithms and advanced human machine interfaces for implementation into Navy assets. Trade-off analyses shall be performed to support the selection of specific hardware and software. Potential prototype development activities include high-end visualization products, imagery exploitation devices, UAV motion imagery systems (including Predator, Global Hawk and Pioneer), high-end visualization equipment and electronic surveillance systems. Consequently, contractor experience in these areas is a requirement. The contractor shall also develop physical equipment configurations, cabling requirements, power generation/distribution requirements and alternatives, and cooling requirements to support facility design.

The contractor shall develop and implement system and software requirements and design specifications. The contractor shall also prepare software development plans, define embedded computer resource requirements for system developments and life cycle maintenance, develop operator manuals for government review and approval, and develop top level software architectures. The contractor shall have personnel experienced in Software Quality Assurance, Configuration Management (SQA/CM) and Metrics. The contractor shall also specify and implement code as necessary to support rapid prototyping. Contractor personnel performing these activities shall have experience in the development of communications processors and protocols as well as a detailed knowledge of requirements related to national-level reconnaissance, surveillance, and intelligence systems.

Software integration and development support is required for capabilities upgrade of numerous operational tactical systems. For example, present requirements include software capable of interfacing multiple communication subsystems with visualization environments in real-time. Successful execution of activities such as these will

require the contractor to possess detailed experience in software development, integration, and T&E utilizing C++, JAVA, UNIX, Windows NT and X-Windows/Motif development tools.

4.1.2 SYSTEMS INTEGRATION AND TEST

The Navy upgrades existing systems and introduces new sub-systems to meet current and future missions. Integration testing must be performed on each new sub-system to ensure compliance with its requirements and its compatibility with the existing system. The contractor shall provide integration and T&E support for numerous independent sub-system developments. Top-level integration plans shall be developed for systems, their respective implementations and the specific build phases for these systems. The contractor shall also be required to develop appropriate specifications and sub-systems necessary for total system integration.

4.1.3 PROTOTYPE DEVELOPMENT, INSTALLATION, AND CHECK-OUT

The contractor shall define specifications for prototype equipment, either develop or arrange for their procurement and control all engineering and testing for the subsequent integration at selected afloat, airborne, and shore platforms, the ultimate recipients of the modernized equipment. The contractor shall also identify specific facility requirements to support this equipment. The contractor shall perform installation and testing of prototype and follow-on systems.

4.1.4 TRAINING

The contractor shall evaluate and perform preliminary planning for training requirements for both operations and maintenance associated with this contract. The contractor shall conduct an analysis to determine all pertinent current and near term training requirements. The analysis shall identify all tasks that must be trained. This analysis shall include the study of training mission tasks; determination of "training requirements" in terms of required skills, knowledge and abilities, development of performance objectives; establishment of test criteria and standards of evaluation. The contractor shall report the result of this analysis.

The contractor shall update or develop learning objectives and establish the hierarchical relationships among those objectives for each training requirement established. Objectives shall be revised or written to reflect the behavior, conditions and standards needed to confirm knowledge and skill attainment, retention, competency and degree of task proficiency for each qualification level established.

The contractor shall develop standards documents. The evaluation standards shall be the culmination of the instructional system development tasks performed and shall establish the student's performance required meeting qualification levels.

The contractor shall identify and review the design and training requirements allocation of the courseware used to train and qualify all members. The contractor shall identify any required processes for integrating courseware modules into courses, and courses into a unified training system.

The contractor shall identify the complete training requirement of all media necessary to satisfy the applicable objectives.

The contractor shall identify and update the system-level design and requirements allocation of hardware, software, data, service, and facilities required to perform student management, training management and evaluation and diagnostic capabilities within system specifications and capabilities.

4.1.5 DOCUMENTATION SUPPORT

The contractor shall identify, generate and plan for operations, maintenance and training documentation. This shall include all aspects of documentation required to support systems.

4.1.6 QUALITY ASSURANCE AND CONFIGURATION MANAGEMENT

The contractor shall develop quality assurance and configuration management plans to assist management in achieving, at the lowest total life cycle cost, the required performance, realistic schedule, operational efficiency, logistic supportability and readiness of configuration items. These plans will allow the maximum degree of design and development latitude while introducing, at the appropriate time, the degree and depth of configuration control necessary for development, production and logistic support. This approach provides maximum responsiveness and efficiency in the management of engineering changes with respect to their necessity, cost, timeliness and implementation after government review and approval.

Successful project management requires anticipating risks and keeping the government informed before problems threaten program cost or schedule. Risk analysis shall be applied during the performance measurement process to identify technical, cost and schedule risks; determine the probability of occurrences; determining how they affect a task and then develop a plan to reduce or eliminate the impact.

Contractor ISO 9001 certification is highly desired but not required.

4.1.7 TECHNOLOGY ASSESSMENTS

The contractor shall investigate emerging technologies applicable to the SOW and perform trade-off analyses associated with alternative engineering approaches. These efforts shall include remote sensing, network systems, electronic warfare, surveillance, communications and 3D, 4D & VR visualization systems. Current communications requirements include link budget analysis for existing line-of-sight and beyond line-of-sight assets and assessments of various modulation techniques.

Current technology assessments requirements exist for support of open systems architectures, extension of modular components into multi-media applications and the application of COTS devices such as routers and multiplexes to military communications.

Modular development techniques and components are required for enhanced flexibility and affordable performance. System prototype and construction using advanced methods and low cost technologies shall also be considered. To execute these activities, the contractor will possess experience in sensor system analysis, remote sensing, imagery analysis, network vulnerability analysis, remediation support and multispectral exploitation.

4.2 MODELING AND SIMULATION ANALYSIS

The contractor shall conduct mission, force and system analyses identified in individual delivery orders specifically oriented to the definition of issues and their refinement within the national system architecture. The objective of these assessments will be to identify a basis for subsequent engineering, acquisition and T&E activities.

Independent T&E shall be provided as an integral component of the contractor's analysis and computing efforts. Test planning shall consider all facets of system validation including instrumentation requirements, scheduling, personnel, data collection, test procedures and post mission data analysis tools. The contractor shall be required to participate in or conduct independent testing of various systems. Detailed and comprehensive results of these analyses shall be reported in accordance with government requirements and converted into technical reports suitable for use in design reviews leading to potential hardware implementation or modifications.

The contractor shall also be required to analyze administrative, technical and managerial data requirements for various systems. The intent of these activities will be to specify data structures necessary to accurately track and analyze the subject information. Data structures shall be implemented through the use of industry standard database software. The contractor will also provide technical and managerial support for the independent analysis and review of specifications and other documentation as defined by the government.

4.3 OPERATIONS, MAINTENANCE, AND FIELD SUPPORT

The contractor shall provide testing, maintenance, operational support and technical support at selected field sites. Areas covered shall also include personnel, equipment and integrated logistics support. The contractor shall provide for selective equipment training and quick-response maintenance of systems, including instrumentation. Subsequent to specific test completion, and as directed, the contractor shall participate in the set-up and tear-down of associated equipment and instrumentation.

At-sea tests may require the contractor to provide hardware and software to the government for installation and test on selected ships or forward to deployed locations in operational environments for extended periods of time. During these testing periods, controlled tests are usually conducted in different areas of interest to provide a composite picture of system performance. During controlled testing, contractor personnel shall be capable of operating the systems and collecting the required data. In addition, the contractor shall provide limited on-the-job training to government personnel as specified in individual tasking agreements. The contractor shall also be capable of supplying on-board maintenance during these operational tests.

4.3.1 IMPLEMENTATION

The contractor shall develop an implementation plan for each system. Prior to procuring or developing any solution, the contractor needs to evaluate current tactics, techniques and procedures of the organization and the impact that these new systems will have on those processes and make detailed recommendations. The contractor will formulate the initial requirements definition and planning to implementation.

4.4 HARDWARE AND SOFTWARE SPECIFICATION AND ACQUISITION

The contractor shall specify, acquire and integrate unique, secure systems such as sensors; UAV data storage to include, archiving, retrieval and exploitation; visualization; communications; and processing equipment to support the activities defined in this SOW. Equipment selection factors shall include price, availability and performance as part of their integration into current assets. Equipment to be delivered under this contract will be identified in individual task orders.

5.0 PROGRAM MANAGEMENT

The contractor shall be responsible for the efficient management of this contract and the tasks issued under it. Procedures shall be effectively implemented to ensure that the government's high standards of performance are met, including full responsiveness to contractual requirements and timely delivery of professional quality products. Personnel assigned must have the required security clearances and shall possess the technical and managerial experience levels specified in this solicitation and shall have demonstrated successful execution and administration of programs with equal or greater complexity and size.

Management activities shall include preparation and maintenance of work breakdown structures, preparation of inputs to subsequent statements of work, development and maintenance of detailed schedules, financial planning and reporting, tracking of project progress against requirements of the statement of work, scheduling, and preparation of monthly progress and financial reports. The contractor shall also prepare and conduct quarterly program management reviews and support other management briefings as required.

The contractor shall be responsible for the effective administration of subcontracting activities. Significant corporate experience in system integration and subcontract management is required to implement a holistic approach to system developments. The contractor shall supply and maintain cost and technical reporting systems that reflect sub-contractor and prime contractor progress against the delivery requirements specified in each delivery order.

6.0 GOVERNMENT FURNISHED MATERIAL (GFM)

GFM, [if necessary](#), will be as specified on individual delivery orders. Government will, [if necessary](#), provide technical manuals, drawings, equipment, etc., to be used during performance of individual tasks. All GFM shall be returned to the Contracting Officer's Representative (COR) within 15 working days of completion of each individual order, [unless the GFM is retained to work on another existing delivery order, in which case a](#)

modification to the delivery order under which it was issued (noting its' reassignment to other cited order(s)), and the order(s) for which it is retained (citing its' transfer from the original, now completed order).

C-311 PERSONNEL QUALIFICATIONS

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.
- (c) The contractor must have the personnel, organization and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

QUALIFICATION REQUIREMENTS -- All positions require incumbent to possess or be able to obtain one or more security clearances.

Contracts Administrator: Bachelor degree and two years of contract-related experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired), and knowledge of the FAR and DFAR are required.

Procurement Agent: Associate degree in Business and two (2) years related work experience, or an equivalent combination of education and experience. Understands and applies supplier management competencies, processes, and procedures.

Imagery Analyst: Bachelor degree in geography, engineering or related field as well as two (2) to four (4) years of job-related professional experience (or equivalent combination of education and/or military intelligence training from which comparable knowledge and abilities can be acquired), and experience using softcopy and hardcopy operating systems are required.

Associate Imagery Analyst: Entry-level professional positions, fresh from a university or equivalent professional-level training environment, have had little or no professional experience in industry. Bachelor degree in geography, engineering or related field and six-months of relevant experience (or equivalent combination of education, experience and/or military intelligence training from which comparable knowledge).

Lead Imagery Analyst: A Bachelor degree or accredited college courses in geography, engineering or related field and five (5) years of relevant experience (or equivalent combination of education and/or military intelligence training), and experience using softcopy and hardcopy operating systems are required.

Principal Imagery Analyst: Bachelor degree or accredited college courses in geography, engineering or related field and ten years of relevant experience (or equivalent combination of education and/or military intelligence training), and experience using softcopy and hardcopy operating systems are required. For some jobs at this level, a Masters degree in a related field is required in addition to the specific experience referenced above (any such requirement will be stipulated in the individual task order).

Senior Imagery Analyst: A Bachelor degree or accredited college courses in geography, engineering or related field and six (6) years of relevant experience (or equivalent combination of education and/or military intelligence training), and experience using softcopy and hardcopy operating systems are required.

Intelligence Analyst: Bachelor degree in Political Science or related area, and two (2) years of experience in the intelligence field including experience with high-end intelligence workstations are required.

Associate Intelligence Analyst: Entry-level professional positions, fresh from a university or equivalent professional-level training environment, have had little or no professional experience in industry. A Bachelor degree in Political Science or related area, and six (6) months of experience in the intelligence field (or equivalent combination of education and/or military intelligence training, from which comparable knowledge and abilities can be acquired).

Lead Intelligence Analyst: Bachelor degree in Political Science or related area, and five (5) years of experience in the intelligence field (or equivalent combination of education and/or military intelligence training, from which comparable knowledge and abilities can be acquired), including experience with high-end intelligence workstations are required.

Principal Intelligence Analyst: Bachelor degree in Political Science or related area, and ten (10) years of experience in the intelligence field including experience with high-end intelligence workstations are required. For some jobs at this level, a Masters degree is required in addition to the specific experience referenced above.

Senior Intelligence Analyst: A Bachelor degree in Political Science or related area, and six (6) years of experience in the intelligence field including experience with high-end intelligence workstations are required.

Operations Analyst: Bachelor degree in computer science, operations research, or technical discipline, two (2) years related work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired); experience with high end workstations, multiple computer platforms; experience with various spreadsheet, word processing software and presentation tools; and strong oral and written communication skills are required.

Associate Operations Analyst: Entry-level professional positions, fresh from a university or equivalent professional-level training environment, have had little or no professional experience in industry. Bachelor degree in a computer science, operations research, or technical discipline, six (6) months related work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired); experience with high end workstations, multiple computer platforms; experience with various spreadsheet, word processing software and presentation tools; and strong oral and written communication skills are required.

Lead Operations Analyst: Bachelor degree in a computer science, operations research, or technical discipline, five (5) years related work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired); experience with high end workstations, multiple computer platforms; experience with various spreadsheet, word processing software and presentation tools; and strong oral and written communication skills are required.

Principal Operations Analyst: Bachelor degree in a computer science, operations research, or technical discipline, ten (10) years related work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired); experience with high end workstations, multiple computer platforms; experience with various spreadsheet, word processing software and presentation tools; and strong oral and written communication skills are required. For some jobs at this level, a Masters degree is required in addition to the specific experience referenced above.

Senior Operations Analyst: Bachelor degree in a computer science, operations research, or technical discipline, six (6) years related work experience. Experience with high end workstations, multiple computer platforms; experience with various spreadsheet, word processing software and presentation tools; and strong oral and written communication skills are required.

Program Coordinator: Bachelor degree in business or related field, two (2) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired), and experience using multiple workstations, associated peripherals, and standard office/management software are required.

Chief Engineer: Advanced degree in mathematics, operations research, computer science or other technology discipline and twelve years of technical experience in technical specialty area (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired), are required. Managerial experience is also required.

Software Engineer: Bachelor degree in Computer Science, Math, Electrical Engineering, or other relevant technical discipline, plus two (2) years relevant work experience, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in programming using a high order language such as C++. Experience using one or more UNIX or PC platforms, compilers, software development systems, and debuggers are required.

Associate Software Engineer: May be working towards, or hold, a Bachelor degree in Computer Science, Math, Electrical Engineering, or other relevant technical discipline. Alternatively may possess an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired. Experience in programming using a high order language such as C++. Experience using one or more UNIX or PC platforms, compilers, software development systems, and debuggers are required.

Lead Software Engineer: Bachelor degree in Computer Science, Math, Electrical Engineering, or other relevant technical discipline, plus five (5) years relevant work experience, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in programming using a high order language such as C++. Experience using one or more UNIX or PC platforms, compilers, software development systems, and debuggers are required.

Principal Software Engineer: (KEY PERSONNEL) Bachelor degree in Computer Science, Math, Electrical Engineering, or other relevant technical discipline, plus ten (10) years relevant work experience, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in programming using a high order language such as C++. Experience using one or more UNIX or PC platforms, compilers, software development systems, and debuggers are required.

Senior Software Engineer: (KEY PERSONNEL) Bachelor degree in computer Science, Math, Electrical Engineering, or other relevant technical discipline, plus seven (7) years relevant work experience, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in programming using a high order language such as C++. Experience using one or more UNIX or PC platforms, compilers, software development systems, and debuggers are required.

Systems Engineer: Bachelor degree in computer science, math, electrical engineering, or other relevant technical discipline plus two (2) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the configuration, administration, and use of both UNIX and PC platforms, operating systems and relevant software is required.

Associate Systems Engineer: Working towards, or hold, a Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline. Alternatively may possess an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired. Experience in the configuration, administration, and use of both UNIX and PC platforms, operating systems and relevant software is required.

Lead Systems Engineer: Bachelor degree in computer science, math, electrical engineering, or other relevant technical discipline plus five (5) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the configuration, administration, and use of both UNIX and PC platforms, operating systems and relevant software is required.

Principal Systems Engineer: (KEY PERSONNEL) Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline plus ten (10) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the configuration, administration, and use of both UNIX and PC platforms, operating systems and relevant software is required.

Senior Systems Engineer: Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline plus seven (7) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the configuration, administration, and use of both UNIX and PC platforms, operating systems and relevant software is required.

Web Engineer: Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline plus two (2) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the development, administration, and use of World Wide Web applications is required.

Associate Web Engineer: Working towards, or hold, a Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline. Alternatively may possess an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired. Experience in the development, administration, and use of World Wide Web applications is required.

Lead Web Engineer: Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline plus three (3) years relevant experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the development, administration, and use of World Wide Web applications is required.

Senior Web Engineer: Bachelor degree in Computer science, math, electrical engineering, or other relevant technical discipline plus five (5) years relevant work experience (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Experience in the development, administration, and use of World Wide Web applications is required.

Business Manager: Bachelor degree in Business Administration, finance or related field, three (3) to five (5) years relevant work experience in an accounting or project administrative field, and experience using personal computers, printers, Word, Excel, and PowerPoint, and accounting software (Costpoint), electronic mail, internet access provider, calculator and other general office equipment is required.

Contracts Manager: Bachelor degree in Business Administration or related field, six years of contract experience, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired), knowledge of the FAR and DFAR, and excellent communication skills are required.

Division Manager: Oversee and manage the daily operations and staff of an assigned division, responsible for the division's profit and loss, operations, new business and the welfare of its employees. Master's degree in Business Administration or technical field, fifteen years relevant work experience, which includes management of personnel and programs, and technical experience using current information systems management tools. Previous military experience preferred. Bachelor degree with additional experience may be acceptable.

Field Engineer Manager: Provide expert advice on system design and development at customer site. Bachelor degree in Computer Science or related field, fifteen years relevant work and managerial experience, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired), and experience using a personal computer and formal training in applicable systems are required.

Program Manager: (KEY PERSONNEL) Manage projects and assigned staff to fulfill the program's contractual and budgetary requirements and ensure customer satisfaction. Bachelor degree in the business, program/systems management or equivalent field, and five (5) years relevant work experience, including technical and managerial

experience, with a total of ten (10) years combined business/technical experience, and experience using current information systems management tools required.

Senior Program Manager: (KEY PERSONNEL) Manage projects and assigned staff to fulfill the program's contractual and budgetary requirements and ensure customer satisfaction. Bachelor degree in the business, program/systems management or equivalent field, and seven (7) years relevant technical and managerial experience, with a total of ten (10) years combined business/technical experience, and experience using current information systems management tools are required.

Special Security Officer: Associate degree, two (2) years work experience in the security field, (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired), certification as an industrial security officer by DISCO, experience using a personal computer, and excellent oral and written communication skills are required.

Lead Trainer: A Bachelor degree in training development or related field, five (5) years of experience in a training environment (or an equivalent combination of education and experience from which comparable knowledge and abilities can be acquired). Completion of the following courses are desired: instructor training course, technical writing course, curriculum development course, instructional systems designer course, principles of instruction course, and the ability to operate word processing equipment. Excellent verbal and written communication skills are mandatory.

Technical Writer: Research information, write, and edit complex corporate documents and prepare written text for technical proposals, user's guides, manuals, reports, and Corporate literature. Bachelor degree in technical writing or related field, two (2) to four (4) years work experience (or an equivalent combination of education and experience from which comparable knowledge can be acquired), and experience using a PC workstation and related software for word processing or editing are required.

C-313 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1, involves access to and handling of classified material up to and including Top Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer SPAWAR Systems Center Charleston.

C-314 DISPOSITION OF GOVERNMENT FURNISHED PROPERTY

When disposition instructions for Government Furnished Property are contained in the accountable contract or on the supporting shipping documents (DD Form 1149) the Contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149) and excess inventory listing identifying Government Furnished Property and, under cost reimbursement contracts, Contractor Acquired Property, will also be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

At the time of the Contractor's regular annual inventory, the Contractor will provide the PCO, via the activity Property Administrator, a copy of the physical inventory listing.

C-315 WORKWEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at Space and Naval Warfare Systems Center Charleston is 8:00 a.m. to 4:30 p.m. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-319 LIABILITY INSURANCE--COST TYPE CONTRACTS

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-324 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

(a) If performance of any work under this contract is required at Space and Naval Warfare Systems Center Charleston (SPAWARSYSCEN Charleston) facility, the Contractor shall contact the SPAWARSYSCEN Charleston Safety and Environmental Office, Code OAD, prior to performance of ANY work under this contract.

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Charleston facility where work is performed.

C-325 KEY PERSONNEL

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first thirty (30) days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial thirty (30) day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME*	CONTRACT LABOR CATEGORY*
_____	_____
_____	_____
_____	_____

**To be completed prior to commencement of work*

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-326 DELIVERY/TASK ORDER PROCEDURES - ALTERNATE I

Both level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures.* Each delivery/task order shall be placed in accordance with the following procedures:

(1) Upon identification of a requirement, the Contracting Officer's Representative (COR) or originator shall contact the Contractor for the purpose of arriving at a common understanding of the technical components which constitute the basis for performance under this delivery/task order and identifying the elements necessary for preparing a detailed Statement of Work (SOW) which contains sufficient definition to allow all parties to clearly identify an end product consistent with the scope of the contract.

(2) Within five (5) days, the Contractor shall submit to the COR and/or originator a signed submittal which includes a complete SOW, breakdown of labor, material, and ODCs in accordance with Section B of the basic contract. Discussions may be held with the contractor to resolve/clarify any discrepancies. After both parties have reached agreement regarding the technical requirements of the SOW and the cost estimate, the Contractor and the COR and/or originator shall sign and date the document to signify their common understanding of the delivery/task order requirements. The electronic copy of the complete SOW shall be submitted in Microsoft Word 97 with the following formatting characteristics: (1) No headers and/or footers; (2) One-inch (1") margins all around; (3) Times New Roman 10 font; (4) Portrait orientation; (5) Track changes accepted or rejected; and (6) Normal Style.

(3) A complete package, including the signed estimate will be forwarded by the COR to the Ordering Officer for final review and award of the delivery/task order. The cost estimate from the Contractor shall contain the following information to enable the Ordering Officer to make a determination of price reasonableness:

(i) Cost Plus Fixed Fee (CPFF).

(A) Direct labor, including labor categories, hours, rates and total.

(B) Indirect Rates.

(C) Other Direct Costs (ODCs).

1. Travel identified in the SOW needs only a total cost. Travel requirements not identified in the SOW must be fully documented including destination, number of people, number of days, airfare, per diem, car rental and other charges.

2. Material exceeding a unit price of \$2,500 must be itemized. All other materials need only a total cost.

3. Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$2,500 must be itemized. All other equipment not identified above needs only a total cost.

4. Other, as required by the proposed task/delivery order.

(D) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(E) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(F) Other Information.

1. A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order.

2. For Small Business and 8(a) set-asides, the Contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(G) Fee as specified in basic contract (NOTE: In T&M and LH contracts, fee is incorporated into burdened rates).

(H) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(4) Once the Ordering Officer/Administrator has reviewed and accepted the Contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the Contractor as notice to begin work. The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the administrator will contact the Contractor to negotiate requirements.

(b) Content and Effect.(1) *Each CPFF delivery/task order shall include:*

(i) Effective date of order,

(ii) Contract and delivery/task order numbers,

(iii) Type of delivery/task order (i.e., completion or term),

(iv) Estimated hours (provided for information only on completion-type orders),

(v) Estimated cost, fee or price,

(vi) Scope, including reference to applicable (contract) specifications,

(vii) Delivery or performance date,

(viii) Place of delivery or performance,

(ix) Accounting and appropriation data, and

(x) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(c) *Maintenance of Records.* The Contractor shall maintain the following cost records under this contract as a minimum:

(1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,

- (2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and
- (3) Records of all direct non-labor costs, allocated to individual delivery/task order.
- (4) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

(d) *Contractor Notification.* (1) The Contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-20 "Limitation of Funds" or the FAR 52.232-22 "Limitation of Cost" clause, whichever is applicable.

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(A) THE GOVERNMENT HAS DETERMINED THAT THE FOLLOWING EXEMPTION(S) TO THE ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (36 C.F.R. § 1194) ARE APPLICABLE TO THIS PROCUREMENT:

- ☒ **THE EIT TO BE PROVIDED UNDER THIS CONTRACT HAS BEEN DESIGNATED AS A NATIONAL SECURITY SYSTEM.**
- ☐ **THE EIT ACQUIRED BY THE CONTRACTOR IS INCIDENTAL TO THIS CONTRACT.**
- ☐ **THE EIT TO BE PROVIDED UNDER THIS CONTRACT WOULD REQUIRE A FUNDAMENTAL ALTERATION IN THE NATURE OF THE PRODUCT OR ITS COMPONENTS IN ORDER TO COMPLY WITH THE EIT ACCESSIBILITY STANDARDS.**
- ☐ **THE EIT TO BE PROVIDED UNDER THIS CONTRACT WILL BE LOCATED IN SPACES FREQUENTED ONLY BY SERVICE PERSONNEL FOR MAINTENANCE, REPAIR, OR OCCASIONAL MONITORING OF EQUIPMENT.**
- ☐ **COMPLIANCE WITH THE EIT ACCESSIBILITY STANDARDS WOULD IMPOSE AN UNDUE BURDEN ON THE AGENCY.**
- ☐ **THE EIT TO BE PROVIDED UNDER THIS CONTRACT IS PURCHASED IN ACCORDANCE WITH FAR SUBPART 13.2 PRIOR TO JANUARY 1, 2003.**

(B) NOTWITHSTANDING THAT AN EXEMPTION EXISTS, THE CONTRACTOR MAY FURNISH SUPPLIES OR SERVICES PROVIDED UNDER THIS CONTRACT THAT COMPLY WITH THE EIT ACCESSIBILITY STANDARDS (36 C.F.R. § 1194).

SECTION D Packaging and Marking**CLAUSES INCORPORATED BY FULL TEXT****D-305 PREPARATION FOR DELIVERY**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Standard Marking for Shipment and Storage".

D-307 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene and plastic as packing materials are prohibited for items destined for afloat units.

D-308 MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:	MARK FOR:*
RECEIVING OFFICER	Contract #: _____
	Delivery Order #: _____
	Item #: _____
	Receiving Officer Code: _____

The receiving office is located at *.

**As indicated on individual task orders.*

SECTION E Inspection and Acceptance**CLAUSES INCORPORATED BY REFERENCE:**

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT**E-303 INSPECTION AND ACCEPTANCE--DESTINATION**

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the receiving officer or his duly authorized representative within seven (7) working days after receipt of supplies/services, or completion of services at destination.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

F-303 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND TERM OF THE CONTRACT

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE FOR ISSUING ORDERS</u>
----------------	--

0001 and 0002, Lot I	Date of contract award through one year thereafter
----------------------	--

The period of performance for each order shall be stated within such order. Additional time of not more than 180 days beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

<u>CLIN(S)</u>	<u>PERIOD(S) OF PERFORMANCE</u>
----------------	---------------------------------

0003 and 0004, Lot II	One year commencing from date of expiration of the previous performance period
0005 and 0006, Lot III	One year commencing from date of expiration of the previous performance period
0007 and 0008, Lot IV	One year commencing from date of expiration of the previous performance period

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR clause 52.217-9 "Option to Extend the Term of the Contract.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

The following lines of accounting are provided for INFORMATIONAL PURPOSES ONLY:

MINIMUM

GUARANTEE

ACRN:AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B3253C009AAN
\$25,000.00

REQ # N65236-3253-C009 J.O.# CXBXZR3F00

ACRN:AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B3253C010AAN
\$25,000.00

REQ # N65236-3253-C010 J.O.# CXBXZR3D00

The funding to meet the minimum guarantee will be provided under Task Orders 0001 & 0002, which will be issued concurrently with the contract.

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

G-306 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative(s) (COR) for this contract/order:

(1)

Al Emondi
Head Advanced Technology Engineering Branch, Code 734
SPAWAR Systems Center Charleston
P.O. Box 190022
North Charleston, SC 29419-9022
(843) 218-5435

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor, unless the PCO or ACO has issued a contractual change.

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR:

(2)

Ellen Jablon
ONI Imagery Systems Engineering Branch, Code 733
SPAWAR Systems Center
4251 Suitland Road

Washington, DC 20395-5720
(301) 669-5248

G-314 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity, Cost-Plus-Fixed-Fee (CPFF) type contract.

G-317 INVOICING INSTRUCTIONS (COST REIMBURSEMENT CONTRACTS)

(a) Invoices/vouchers shall be submitted not more than every 2 weeks covering the amount claimed to be due for services rendered and cost incurred thereunder. There will be a lapse of no more than thirty days between performance and submission of invoices.

(b) The contractor will prepare four (4) copies of his invoices/vouchers. The original and one (1) copy of the invoices/vouchers will be forwarded to the cognizant Defense Contract Audit Agency (DCAA). Two (2) copies of the invoices/vouchers shall be forwarded to Space and Naval Warfare Systems Center Charleston, Code 123. One (1) copy of the invoice/voucher shall be forwarded to the COR.

(c) Invoices/vouchers will contain the following information:

- (1) Contract number and contract line item number;
- (2) Description of work;
- (3) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (4) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official.
- (5) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (6) Travel and per diem costs (if any).
- (7) Other costs incurred and allowable under the contract and identification of such costs.
- (8) Additional information as required.
- (9) Withholding under the Payments clause, if any.
- (10) Cumulative value of all billings to date by cost incurred and fixed fee billed.

(d) For all but the final invoice/voucher, DCAA will review and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution with the Contractor and request a revised invoice reflecting the correction.

(e) The final invoice/voucher will be forwarded to the Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. In accordance with FAR 32.905(f)(6), the Material Inspection and Receiving Report (DD Form 250) shall include the signature, printed name, title, mailing address, and telephone number of the Government official responsible for acceptance or approval of the supplies or services. The Contracting Officer's Representative is the acceptance and approval official.

(f) The COR, ACOR and cognizant DCAA offices of this contract are:

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

NAME:
CODE: Head Advanced Technology Engineering Branch, Code 734
ADDRESS: SPAWAR Systems Center Charleston
P.O. Box 190022
North Charleston, SC 29419-9022
(843) 218-5435

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR):
(if appointed)

NAME:
CODE: ONI Imagery Systems Engineering Branch, Code 733
ADDRESS: SPAWAR Systems Center
4251 Suitland Road
Washington, DC 20395-5720
(301) 669-5248

DEFENSE CONTRACT AUDIT AGENCY (DCAA):

NAME: DCAA – Southern New Jersey Branch Office
ADDRESS: Woodcrest Pavilion
10 Melrose Avenue, Suite 200
Cherry Hill, NJ 08003

(g) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(h) The Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

(i) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(j) For purposes of payment under the final invoice, the constructive period in paragraph (a) (6) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

G-319 RETENTION OF GOVERNMENT PROPERTY ADMINISTRATION

In accordance with FAR 42.201, the Procuring Contracting Officer specifically retains performance of property administration functions under this contract. The Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022 is hereby designated by the Contracting Officer as the Property Administrator to ensure compliance with the contract's property requirements and the provisions of FAR Subpart 45.5.

G-320 SUBMISSION OF DD FORM 1662 "DOD PROPERTY IN THE CUSTODY OF CONTRACTORS"

Pursuant to the clause at DFARS 252.245-7001 "Reports of Government Property" clause, the contractor shall provide in duplicate the DD Form 1662 to the activity property administrator at the address set forth below by 31 October of the current year:

Space and Naval Warfare Systems Center-Charleston, Code 09A12, Property Control Branch, P.O. Box 190022, North Charleston, S.C. 29419-9022

G-321 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

SECTION H Special Contract Requirements**CLAUSES INCORPORATED BY FULL TEXT****5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)**

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by references with the same force and effect as if they were given in full text.

5252.219-9201 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

Pursuant to Public Law 95-507, the Contractor's Subcontracting Plan for small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns is hereby approved and attached hereto as Attachment 2 and is made a part of this contract.

5252.232-9206 SEGREGATION OF COSTS

The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order which authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN which corresponds to the work invoiced. One (1) copy of each invoice will be provided to the COR, designated herein, and the PCO at the time of submission to DCAA.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Lisa Rosenbaum, Code 0217
 ADDRESS SPAWAR Systems Center Charleston
 P.O. Box 190022
 North Charleston, SC 29419-9022
 TELEPHONE (843) 218-5982

5252.245-9201 GOVERNMENT FURNISHED PROPERTY (MAR 2002)

The Government will provide only that property set forth below, notwithstanding any provisions of the specification(s) to the contrary:

GOVERNMENT PROPERTY: Upon Contractor's written request to the Procuring Contracting Officer via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>DATE</u>	<u>LOCATION</u>
As indicated on individual task orders			

H-304 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of Joint Unmanned Aerial Vehicle (UAV) Operations. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-320 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS

- (a) The Department of Defense is --
- (1) committed to minimizing the use of military and federal specifications and standards; and
 - (2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.
- (b) The Contractor --
- (1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;
 - (2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:
 - (i) a copy of the proposed alternatives;
 - (ii) a comparison of the proposed alternatives to the specifications or standards cited in the contract; and
 - (iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.
- (c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

H-322 TYPES OF TASK OR DELIVERY ORDERS

The following types of task or delivery orders may be issued under this contract:

- (*) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.
- (*) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

H-323 CONTRACTOR PICTURE BADGE

- (a) A contractor picture badge may be issued to contractor personnel by SPAWAR Systems Center Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at the Government installation prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWAR Systems Center Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWAR Systems Center Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-341 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-343 CONTRACT DATA REQUIREMENTS – DELIVERY ORDERS

The data items shown on the DD Form 1423, Contract Data Requirements List, or included in the Statement of Work are either known data requirements or a general description of the data to be clarified or restated on each delivery order.

H-344 DELIVERY ORDER LIMITATION OF COST/FUNDS

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract.

H-345 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

Attachment 2 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

H-349 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)**(a) Office Equipment**

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the ordering activity on individual orders placed under the contract. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(d) Vehicle and/or Truck Rental

When any special vehicles and/or trucks are required, the cost for contractor-owned vehicles and/or trucks shall be included in the overhead rate and applied to the labor categories set forth in Section B. The contractor shall be reimbursed for actual rental/lease of vehicles and/or trucks, only if provided for in Section B and authorized by individual task/delivery orders. Reimbursement of such rental shall be made based on actual amounts paid by the contractor, not to exceed the rates set forth in the applicable line items in Section B.

(e) Expendable Material

Expendable materials, such as clerical supplies and materials, which are considered to be a normal cost of doing business, are considered to be overhead expenses shall not be billed as a separate material cost.

(f) Other Material

Material, other than expendable material, shall be furnished pursuant to specific authorization in a task/delivery order issued under this contract. The contractor will be required to support all material costs claimed by submission of paid subcontractor invoices. Contractor will be reimbursed at the contractor's cost less any applicable discount, plus material handling costs, if any, as specified in individual task/delivery orders. Material handling charge shall be shown separately only if the contractor's accounting system segregates that particular cost.

H-350 REIMBURSEMENT OF TRAVEL COSTS***(A) CONTRACTOR REQUEST AND GOVERNMENT APPROVAL OF TRAVEL***

ANY TRAVEL UNDER THIS CONTRACT MUST BE SPECIFICALLY IDENTIFIED BY THE CONTRACTOR IN A WRITTEN QUOTATION TO THE ORDERING OFFICER PRIOR TO INCURRING ANY TRAVEL COSTS. TRAVEL UNDER THIS CONTRACT IS ONLY AUTHORIZED UNDER TASK ORDERS ISSUED BY THE ORDERING OFFICER OR BY A MODIFICATION TO AN ISSUED TASK ORDER. THE TRAVEL REQUEST SHALL INCLUDE AS A MINIMUM, THE FOLLOWING:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(B) GENERAL

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation* prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

* Federal Travel Regulation (FTR) Amendment 75 was published in the Federal Register as a Final Rule on December 2, 1998. This final rule changed how the FTR maximum per diem rate limitations are computed,

including extracting lodging taxes from the per diem rates and allowing payment of lodging taxes as a miscellaneous expense instead. Some contractors may encounter a significant administrative burden and incur substantial costs in modifying their systems to comply with this Final Rule. Therefore, contractors may choose to satisfy the limitation on allowable travel costs by continuing to use the FTR maximum per diem rates and the definitions of lodging, meals, and incidental expenses in effect on December 31, 1998, or the revised FTR rates and definitions that went into effect on January 01, 1999. Contractors may choose the maximum per diem rate computation methodology for all contractor travel from October 01, 1999 through September 30, 2002 (see the DAR deviations issued under DAR Tracking Number 99-O0013, 2000-O0005, and 2001-O0003). Contractors shall use the revised FTR rates and definitions that went into effect on January 01, 1999 for all contractor travel after October 01, 2002, unless (A) the Director of Defense Procurement further extends the deviation, or (B) the coverage in FAR 31.205-46(a) (2) is revised.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate shown in Section B; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50) miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract. When authorized, per diem shall be paid by the contractor to his employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) For transportation other than described in subparagraph (d)(5) below, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering

Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR).

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(4) The contractor shall not be paid for travel mileage for contractor personnel who reside in the metropolitan area in which the services are being performed. Travel mileage shall not be paid for services performed at the contractor's home facility or at any location within a driving radius of 50 miles from the contractor's home facility.

H-352 CONTRACT MAXIMUM AMOUNT

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercised, and unexpended balances may be used in succeeding option years.

H-355 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-25 Alt I	Prompt Payment (May 2001) Alternate I (Oct 2001)	OCT 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	AUG 1999
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous	APR 1993

	Materials	
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of award through one (1) year thereafter, unless terminated or extended in accordance with provisions herein.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **%5,000,000**;

(2) Any order for a combination of items in excess of **\$5,000,000**; or

(3) A series of orders from the same ordering office within (1) day that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days after expiration of the contract**.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years, unless clause 52.217-8 entitled "Option to Extend Services" is activated.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed that amount authorized in the specific task order or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)**(a) Definitions. As used in this clause--**

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time -and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any proposed subcontract not approved at the time of contract award, with the exception of incidental subcontracting in the amount of \$2,500.00 or less.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
www.arnet.gov/far

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (b) The requirements of this clause do not apply to any subcontractor that is --
 - (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Space and Naval Warfare Systems Center Charleston, Security Code 0A1; by telephone, DSN 588-4084 or 6737 or commercial (843) 218-4084 or 6737.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
 - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
 - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this

contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J List of Documents, Exhibits and Other Attachments

LIST OF EXHIBITS

EXHIBIT

Exhibit A

TITLE

Contract Data Requirements List

LIST OF ATTACHMENTS

ATTACHMENT

Attachment 1

Attachment 2

TITLE

DD254 Security Classification

SB Subcontracting Plan